

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                         |
|----------------------------------|--|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                         |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                         |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>      |
| Digital On-Demand, Inc.          |  | 08/31/2005            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                         |
| <b>Name:</b>                     | Union Bank of California, N.A.   |                       |                         |
| <b>Street Address:</b>           | 445 S. Figueroa St., 16th Floor  |                       |                         |
| <b>Internal Address:</b>         | Attn: Digital Account Officer  |                       |                         |
| <b>City:</b>                     | Los Angeles  |                       |                         |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                         |
| <b>Postal Code:</b>              | 90071  |                       |                         |
| <b>Entity Type:</b>              | national bank: UNITED STATES   |                       |                         |
| <b>PROPERTY NUMBERS Total: 5</b> |  |                       |                         |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                         |
| Registration Number:             | 2559496  |                       |                         |
| Registration Number:             | 2507743  |                       |                         |
| Registration Number:             | 2646307  | REDDOTNET             |                         |
| Serial Number:                   | 75814539   | SHOPTHEDOT            |                         |
| Serial Number:                   | 75818539   | SHOPTHEDOT            |                         |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                         |
| <b>Fax Number:</b>               | (213)443-2926  |                       |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                         |
| <b>Phone:</b>                    | 213-617-5493   |                       |                         |
| <b>Email:</b>                    | jcravitz@sheppardmullin.com  |                       |                         |
| <b>Correspondent Name:</b>       | Sheppard, Mullin, Richter & Hampton LLP  |                       |                         |
| <b>Address Line 1:</b>           | 333 S. Hope St., 48th Floor  |                       |                         |
| <b>Address Line 2:</b>           | Attn: J. Cravitz   |                       |                         |
| <b>Address Line 4:</b>           | Los Angeles, CALIFORNIA 90071  |                       |                         |

**CH \$140.00 2559496**

|                    |                 |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Julie Cravitz   |
| Signature:         | /julie cravitz/ |
| Date:              | 10/18/2005      |

**Total Attachments: 37**

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SECURITY AGREEMENT

This SECURITY AGREEMENT ("Agreement"), dated as of August 31, 2005, is made by each of the Persons listed on the signature pages hereto, together with each other Person who may become a party hereto pursuant to Section 27 of this Agreement (each a "Grantor" and collectively "Grantors"), jointly and severally in favor of UNION BANK OF CALIFORNIA, N.A., ("Secured Party"), with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement (as amended, supplemented or otherwise modified on or prior to the date hereof, the "Credit Agreement") dated as of August 31, 2005 by and between Digital On-Demand, Inc., a Delaware corporation ("Borrower") and Secured Party, Secured Party is making certain credit facilities available to Borrower.

B. The Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that Grantors shall enter into this Agreement and shall grant security interests to Secured Party as herein provided.

C. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

AGREEMENT

NOW, THEREFORE, in order to induce Secured Party to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantors hereby jointly and severally represent, warrant, covenant, agree, assign and grant as follows:

1. Definitions. This Agreement is the Security Agreement referred to in the Credit Agreement. This Agreement is one of the "Loan Documents" referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the California Uniform Commercial Code (the "CUCC") and not otherwise defined in this Agreement or in the Credit Agreement shall have the meanings defined for those terms in the CUCC. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Certificates" means all certificates, instruments or other documents now or hereafter representing or evidencing any Pledged Securities.

"Collateral" means and includes all present and future right, title and interest of Grantors, or any one or more of them, in or to any Property or assets whatsoever, whether now or hereafter acquired and wherever the same may from time to time be located, and all rights and powers of Grantors, or any one or more of them, to transfer any interest in or to any Property or assets whatsoever, including, without limitation, any and all of the following Property:

(a) All present and future accounts, accounts receivable, agreements, contracts, leases, contract rights, payment intangibles, rights to payment, instruments, documents, chattel paper (whether tangible or electronic), promissory notes, security agreements, guaranties, letters of credit (letter-of-credit rights), undertakings, surety bonds, insurance policies (whether or not required by the terms of the Loan Documents), notes and drafts, and all forms of obligations owing to any Grantor or in which any Grantor may have any interest, however created or arising and whether or not earned by performance;

(b) All present and future general intangibles, all tax refunds of every kind and nature to which any Grantor now or hereafter may become entitled, however arising, all other refunds, and all deposits, credits, reserves, loans, royalties, cost savings, deferred payments, goodwill, choses in action, liquidated damages, rights to indemnification, trade secrets, computer programs, software, customer and supplier lists, licenses, permits, copyrights, technology, processes, proprietary information, insurance proceeds of which any Grantor is a beneficiary; all present and future: (i) trademarks, trade names, trade styles, service marks, all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described in Schedule 1 attached hereto and made a part hereof (the "Trademarks"), and (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks (that portion of the Collateral described in the foregoing clauses (i) and (ii) is referred to herein as the "Trademark Collateral"); and all present and future: patents, whether foreign or domestic, applications, registrations, and recordings relating to such patents in the USPTO or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those patents and applications, registrations and recordings described in Schedule 2 attached hereto and made a part hereof (the "Patents", and collectively with the Trademark Collateral, the "IP Collateral").

(c) All present and future deposit accounts of any Grantor, including, without limitation, any demand, time, savings, passbook or like account maintained by any Grantor with any bank, savings and loan association, credit union or like organization, and all money, Cash and Cash Equivalents of any Grantor, whether or not deposited in any such deposit account;

(d) All present and future books and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to any Grantor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(e) All present and future goods, including, without limitation, all consumer goods, farm products, inventory, equipment, catalogs, machinery, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, motor vehicles and all other goods used in connection with or in the conduct of any Grantor's business, including all goods as defined in Section 9102(44) of the CUCC;

(f) All present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts or documents of title relating to any of the foregoing;

(g) All present and future stocks, bonds, debentures, securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodity contracts, commodity accounts, subscription rights, options, warrants, puts, calls, certificates, investment property, partnership interests, limited liability company membership or other interests, joint venture interests, certificates of deposit, Investments and/or brokerage accounts, including all Pledged Collateral, and all rights, preferences, privileges, dividends, distributions, redemption payments, or liquidation payments with respect thereto;

(h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(i) All other present and future tangible and intangible Property of any Grantor;

(j) All present and future rights, remedies, powers and/or privileges of any Grantor with respect to any of the foregoing, including the right to make claims thereunder or with respect thereto; and

(k) Any and all proceeds and products of any of the foregoing, including, without limitation, all money, accounts, payment intangibles, general intangibles, deposit accounts, promissory notes, documents, instruments, certificates of deposit, chattel paper, goods, insurance proceeds, claims by Grantors against third parties for past, present and future infringement of the IP Collateral or any license with respect thereto, and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any Equity Interests issued by a Person if such Person is a controlled foreign corporation (used hereinafter as such term is defined in Section 957(a) or any successor provision of the Internal Revenue Code), in excess of the amount of such equity interests possessing up to but not exceeding 65% of the voting power of all classes of such Equity Interests entitled to vote of such Person.

"Equity Interest" means, for any Person, any and all shares, interests, participations or other equivalents (however designated, and including capital appreciation rights) of the capital stock, membership interests, partnership interests or other equivalent equity ownership interests in or of such Person, and any and all warrants, rights or options to purchase or acquire any of the foregoing.

"Issuer" means any issuer of any Pledged Securities.

"Pledged Collateral" means any and all property of any Grantor now or hereafter pledged and delivered to Secured Party pursuant to this Agreement, and includes without limitation (a) the Pledged Securities and any Certificates representing or evidencing the same, (b) all proceeds and products of any of the foregoing, (c) any and all collections, Distributions, Cash, instruments, interest or premiums with respect to any of the foregoing and (d) any and all rights, titles, interests, privileges, benefits and preferences appertaining or incidental to any of the foregoing.

"Pledged Securities" means (a) any and all Equity Interests in the Subsidiaries now or hereafter owned by any Grantor, including any interest of any Grantor in the entries on the books of any securities intermediary or financial intermediary pertaining thereto (the existing Subsidiaries of Grantors are listed on Schedule 3), (b) any and all Equity Interests now or hereafter issued in substitution, exchange or replacement therefor, or with respect thereto, and (c) any and all warrants, options or other rights to subscribe to or acquire any additional Equity Interests in the Subsidiaries owned by any Grantor.

"Secured Obligations" means any and all present and future Obligations of any type or nature of Borrower or any other Obligor to Secured Party arising under or relating to the Loan Documents or any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment, and including interest that accrues after the commencement of any proceeding under any Debtor Relief Law by or against Borrower or any other Obligor.

2. Further Assurances. At any time and from time to time at the request of Secured Party, each Grantor shall execute and deliver to Secured Party all such financing statements and other instruments and documents in form and substance satisfactory to Secured Party as shall be necessary or desirable to fully perfect, when filed and/or recorded, Secured Party's security interests granted pursuant to Section 3 of this Agreement. At any time and from time to time, Secured Party shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, and to take all such other actions, as Secured Party may deem appropriate to perfect and to maintain perfected the security interests granted in Section 3 of this Agreement. Before and after the occurrence of any Event of Default, at Secured Party's request, each Grantor shall execute all such further financing statements, instruments and documents, and shall do all such further acts and things, as may be deemed necessary or desirable by Secured Party to create and perfect, and to continue and preserve, a valid security interest in the Collateral in favor of Secured Party, or the priority thereof. With respect to any Collateral consisting of certificated securities, instruments, documents, certificates of title or the

like, as to which Secured Party's security interest need be perfected by, or the priority thereof need be assured by, possession of such Collateral, Grantors will upon demand of Secured Party deliver possession of same in pledge to Secured Party. With respect to any Collateral consisting of securities, instruments, partnership or joint venture interests or the like, Grantors hereby consent and agree that the issuers of, or obligors on, any such Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of Secured Party to effect any transfer or exercise any right hereunder or with respect to any such Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

3. Security Agreement. For valuable consideration, Grantors and each of them hereby assign and pledge to Secured Party, and grant to Secured Party a security interest in, all presently existing and hereafter acquired Collateral, as security for the timely payment and performance of all of the Secured Obligations. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of Borrower, any other Grantor or any other Person or any other event or proceeding affecting any Person.

4. Delivery of Certain Pledged Collateral. On or before the Closing Date, each Grantor shall cause to be pledged and delivered to Secured Party the Certificates evidencing the Equity Interests listed on Schedule 3 hereto, to the extent such Equity Interests are in certificated form. Following the Closing Date, additional Pledged Collateral may from time to time be delivered to Secured Party by agreement between Secured Party and the applicable Grantor. All Certificates at any time delivered to Secured Party shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party. Secured Party shall hold all Certificates pledged hereunder pursuant to this Agreement unless and until released in accordance with Section 5 of this Agreement.

5. Release of Pledged Collateral. Pledged Collateral that is required to be released from the pledge and security interest created by this Agreement in order to permit any Grantor to consummate any disposition of stock or assets, merger, consolidation, amalgamation, acquisition, or dividend payment or distribution or other use that such Grantor is entitled to consummate pursuant to the Loan Documents, if any, shall be so released by Secured Party at such times and to the extent necessary to permit such Grantor to consummate such permitted transactions promptly following Secured Party's receipt of written request therefor by such Grantor specifying the purpose for which release is requested and such further certificates or other documents as Secured Party shall request in its discretion to confirm that Grantor is permitted to consummate such permitted transaction and to confirm Secured Party's replacement Lien on appropriate collateral (unless replacement collateral is not required pursuant to the Loan Documents). Any request for any permitted release shall be transmitted to Secured Party on behalf of Secured Party. Secured Party, at the expense of Grantors, promptly shall redeliver all Certificates and shall execute and deliver to Grantors all documents requested by Grantors that

are reasonably necessary to release Pledged Collateral of record whenever Grantors shall be entitled to the release thereof in accordance with this Section.

6. Grantors' Representations, Warranties and Agreements. Except as otherwise disclosed to Secured Party in writing concurrently herewith, Grantors represent, warrant and agree that: (a) Grantors own the sole, full and clear title to all of the existing Collateral and Grantors have the right and power to grant the security interests granted hereunder; (b) Grantor is the sole legal and beneficial owner of the Pledged Collateral in which Grantor is purporting to grant a security interest to Secured Party, and the Pledged Collateral is not subject to any Lien other than Permitted Encumbrances; (c) Grantor has the right and power to pledge the Pledged Collateral owned by Grantor to Secured Party without the consent, approval or authorization of, or notice to, any Person (other than such consents, approvals, authorization or notices which have been obtained or given prior to the date hereof) and such pledge constitutes the valid, binding and enforceable obligation of Grantor, enforceable against Grantor in accordance with the terms hereof and the other Loan Documents, except as enforcement may be limited by Debtor Relief Laws or equitable principles relating to the granting of specific performance and other equitable remedies as a matter of judicial discretion; (d) All Equity Interests that constitute a portion of the Pledged Collateral are duly authorized, validly issued in accordance with all applicable Laws, fully paid and non-assessable, and represent one hundred percent (100%) of the Equity Interests in each Subsidiary; (e) except as specifically permitted under the Loan Documents, Grantor will not (i) sell, assign, exchange, transfer or otherwise dispose of, or contract to sell, assign, exchange, transfer or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, except for Permitted Encumbrances, or (iii) take any action with respect to the Pledged Collateral which is inconsistent with the provisions or purposes of this Agreement or any other Loan Document; (f) each Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the portion of the Collateral owned by it, except such as are timely contested in good faith, and upon its failure to pay or so contest such taxes, charges, Liens and assessments, Secured Party at its option may pay any of them, and Secured Party shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same; (g) the Collateral will not be used for any unlawful purpose or in violation of any Law, regulation or ordinance, nor used in any way that will void or impair any insurance required to be carried in connection therewith; (h) each Grantor will, to the extent consistent with good business practice of similarly situated Persons, keep the portion of the Collateral owned by it in reasonably good repair, working order and condition (ordinary wear and tear excepted), and from time to time make all needful and proper repairs, renewals, replacements, additions and improvements thereto and, as appropriate and applicable, will otherwise deal with such portion of the Collateral in all such ways as are considered good practice by Persons similarly situated to Grantors; (i) each Grantor will take all reasonable steps to preserve and protect the portion of the Collateral owned by it, including, with respect to the Patents and Trademarks, the filing of any renewal affidavits and applications; (j) as of the date hereof, Grantors have no Trademarks registered, or subject to pending applications, in the USPTO, or to the best knowledge of each Grantor, any similar office or agency in the United States of America other than those described in Schedule 1 attached hereto; (k) as of the date hereof, Grantors have no Patents registered, or subject to pending applications, in the USPTO, or to the best knowledge of each Grantor, any similar office or agency in the United States of America other than those described in Schedule 2 attached hereto; (l) except as listed on



Schedule 4.10 to the Credit Agreement, to the best of each Grantor's knowledge there are no actions, suits, proceedings or investigations pending or threatened in writing against any Grantor before any Governmental Agency which could reasonably be expected to cause any portion of the IP Collateral to be adjudged invalid or unenforceable, in whole or in part; (m) Grantors shall not file any application for the registration of a Patent or Trademark with the USPTO or any similar office or agency in the United States of America, or any State therein, unless such Grantor promptly thereafter notifies Secured Party of such action; (n) each Grantor shall immediately notify Secured Party promptly if it knows or has reason to know of any reason why any applicable registration or recording of any Patent or Trademark may become canceled, invalidated, or unenforceable; (o) each Grantor will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States of America, or any State therein, to maintain any Patent or Trademark and to protect Secured Party's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings; and (p) each Grantor assumes all responsibility and liability arising from the use of the Trademarks and Patents by any Grantor or any Affiliate or Subsidiary thereof, and such Grantor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Patent or Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof. If such Grantor shall fail to take such action within one (1) month after such notice is given to Secured Party, Secured Party may, but shall not be required to, itself take such action in the name of such Grantors, and such Grantor hereby appoints Secured Party the true and lawful attorney of such Grantor, for it and in its name, place and stead, on behalf of such Grantor, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to such Grantor, net of costs and reasonable attorneys' fees, to be promptly handed over to such Grantor by Secured Party; (i) each Grantor will maintain the insurance coverages and perform the other obligations related thereto as required by Section 5.22 of the Credit Agreement; (ii) Grantors will promptly notify Secured Party in writing in the event of any substantial or material damage to the Collateral (considered as a whole) from any source whatsoever, and, except for the disposition of collections and other proceeds of the Collateral permitted by Section 8 hereof or by the Credit Agreement, Grantors will not remove or permit to be removed any part of the Collateral from their places of business without the prior written consent of Secured Party, except for such items of the Collateral as are removed in the ordinary course of business or in connection with any transaction or disposition otherwise permitted by the Loan Documents; and (iii) in the event any Grantor changes its name or its address as either are set forth herein or in the Credit Agreement, such Grantor will notify Secured Party of such name and/or address change promptly, but in any event, within thirty (30) days.

7. Deposit Accounts. For each deposit account included in the Collateral that any Grantor at any time opens or maintains, such Grantor shall, at Secured Party's request and option, either (a) use commercially reasonable efforts to cause the depository bank to agree to comply at any time with instructions from Secured Party to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Grantor, pursuant to an agreement (a "Control Account Agreement") in the form of

Exhibit A attached hereto or such other form reasonably satisfactory to Secured Party, or (b) use commercially reasonable efforts to arrange for Secured Party to become the customer of the depository bank with respect to the deposit account, with the Grantor being permitted, unless an Event of Default has occurred and is continuing and the Remedies Deferral Period related thereto has expired, to exercise rights to withdraw funds from such deposit account. Secured Party agrees with each Grantor that Secured Party shall not give any such instructions or withhold any withdrawal rights from any Grantor, unless an Event of Default has occurred (or, after giving effect to any withdrawal would occur), is continuing and the Remedies Deferral Period related thereto has expired and agrees that notice thereof by Secured Party shall be given within one Banking Day thereafter to any such Grantor. The preceding sentences of this Section 7 shall not apply to (i) any deposit account for which any Grantor, the depository bank and Secured Party have entered into a cash collateral agreement specially negotiated among such Grantor, the depository bank and Secured Party for the specific purpose set forth therein and (ii) deposit accounts for which Secured Party is the depository. Without limitation on the foregoing, Secured Party shall also have the right at any time, whether or not an Event of Default shall have occurred or be continuing, to make inquiry of each applicable depository institution at which a deposit account is maintained to verify the account balance of such deposit account.

8. Secured Party's Rights Re: Collateral. At any time (whether or not an Event of Default has occurred), and without notice or demand and at the expense of each Grantor, Secured Party may, to the extent it may be necessary or desirable to protect the security hereunder, but Secured Party shall not be obligated to: (a) at all reasonable times on reasonable notice, enter upon any premises on which Collateral is situated and examine the same or (b) perform any obligation of any Grantor under this Agreement or any obligation of any other Person under the Loan Documents to the extent performance thereof has not been made by the Grantor and such performance is necessary to prevent a Default or Event of Default under the Loan Documents. At any time and from time to time, at the expense of each Grantor, Secured Party may, to the extent it may be necessary or desirable to protect the security hereunder, but Secured Party shall not be obligated to: (i) notify obligors on the Collateral that the Collateral has been assigned to Secured Party; and (ii) at any time and from time to time request from obligors on the Collateral, in the name of any Grantor or in the name of Secured Party, information concerning the Collateral and the amounts owing thereon. The foregoing power of attorney is coupled with an interest and is irrevocable. Each Grantor shall maintain books and records pertaining to the Collateral in such detail, form and scope as Secured Party shall reasonably require consistent with Secured Party's interests hereunder. Each Grantor shall at any time at Secured Party's request mark the Collateral and/or such Grantor's ledger cards, books of account and other records relating to the Collateral with appropriate notations satisfactory to Secured Party disclosing that they are subject to Secured Party's security interests. Secured Party shall at all reasonable times on reasonable notice have full access to and the right to audit any and all of Grantors' books and records pertaining to the Collateral, and to confirm and verify the value of the Collateral and to do whatever else Secured Party reasonably may deem necessary or desirable to protect its interests; provided, however, that any such action which involves with communicating with customers of Grantors shall be carried out by Secured Party through Grantors' independent auditors unless Secured Party shall then have the right directly to notify obligors on the Collateral as provided in Section 12. Secured Party shall be under no duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with

respect to any Collateral, whether or not an Event of Default shall have occurred, or to make or give any presentments, demands for performance, notices of non-performance, protests, notices of protests, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Secured Obligations. Secured Party shall be under no duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of any Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith.

9. Collections on the Collateral. Except as otherwise provided in any Loan Document, Grantors shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred, be continuing and the relevant Remedies Deferral Period with respect thereto has expired. Upon the occurrence and during the continuance of an Event of Default, but subject to the provision of Section 33 hereof, at the option of Secured Party, Grantors' right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by Grantors in trust for Secured Party and immediately delivered in kind to Secured Party. Any remittance received by any Grantor from any Person shall be presumed to relate to the Collateral and to be subject to Secured Party's security interests. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right at all times to receive, endorse, assign, deposit and deliver, in the name of Secured Party or in the name of the appropriate Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and each Grantor hereby authorizes Secured Party to affix, by facsimile signature or otherwise, the general or special endorsement of it, in such manner as Secured Party shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by Secured Party without appropriate endorsement, and Secured Party and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by the appropriate Grantor, to the same extent as though it were manually executed by the duly authorized officer of the appropriate Grantor, regardless of by whom or under what circumstances or by what authority such facsimile signature or other endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and each Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

10. Possession of Collateral by Secured Party. Any or all of the Collateral delivered to Secured Party may be held in an interest-bearing or non-interest-bearing account, in Secured Party's sole and absolute discretion, and Secured Party may, in its discretion, apply any such interest to payment of the Secured Obligations. Nothing herein shall obligate Secured Party to invest any Collateral or obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 33 hereof, whenever any of the Collateral is in Secured Party's possession, custody or control, Secured Party may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of Grantors' obligations with respect thereto, or otherwise. Secured Party may at any time deliver or redeliver the Collateral or

any part thereof to Grantors, and the receipt of any of the same by any Grantor shall be complete and full acquittance for the Collateral so delivered, and Secured Party thereafter shall be discharged from any liability or responsibility therefor. So long as Secured Party exercises reasonable care with respect to any Collateral in its possession, custody or control, Secured Party shall have no liability for any loss of or damage to such Collateral, and in no event shall Secured Party have liability for any diminution in value of Collateral occasioned by economic or market conditions or events. Secured Party shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of Secured Party is accorded treatment substantially equal to that which Secured Party accords its own property, it being understood that Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

11. Events of Default. There shall be an Event of Default hereunder upon the occurrence and during the continuance of an Event of Default under the Credit Agreement.

12. Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 33 hereof, Secured Party shall have, in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies that Secured Party may have under applicable Law or in equity or under this Agreement (including, without limitation, all rights set forth in Section 8 hereof) or under any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction, and, in addition, the following rights and remedies, all of which may be exercised with or without notice to Grantors and without affecting the Obligations of Grantors hereunder or under any other Loan Document, or the enforceability of the Liens and security interests created hereby: (a) to foreclose the Liens and security interests created hereunder or under any other agreement relating to any Collateral by any available judicial procedure or without judicial process; (b) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (c) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be acceptable to Secured Party; (d) to notify obligors on the Collateral that the Collateral has been assigned to Secured Party and that all payments thereon are to be made directly and exclusively to Secured Party; (e) to notify any Issuer of any Pledged Securities, and any and all other obligors on any Pledged Collateral, that the same has been pledged to Secured Party and that all Distributions, interest and other payments thereon are to be made directly and exclusively to Secured Party, (f) to collect by legal proceedings or otherwise all dividends, Distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (g) to cause the Collateral to be registered in the name of Secured Party, as legal owner; (h) to enter into any extension, reorganization, deposit, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith Secured Party may deposit or surrender control of the Collateral and/or accept other Property in exchange for the Collateral; (i) to settle, compromise or release, on terms acceptable to Secured Party, in whole or in part, any amounts owing on the

Collateral and/or any disputes with respect thereto; (j) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of Secured Party or in the name of any Grantor; (k) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of Secured Party or in the name of any Grantor, any and all steps, actions, suits or proceedings deemed by Secured Party necessary or desirable to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and each Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by Secured Party which may release any Obligor from personal liability on any of the Collateral, and each Grantor waives any right not expressly provided for in this Agreement to receive notice of any public or private judicial or nonjudicial sale or foreclosure of any security or any of the Collateral; and any money or other property received by Secured Party in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by Secured Party or Grantors may be applied by Secured Party without notice to Grantors to the Secured Obligations in such order and manner as Secured Party in its sole discretion shall determine; (l) to insure, process and preserve the Collateral; (m) to exercise all rights (including voting rights), remedies, powers or privileges provided under any of the Loan Documents; (n) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and Secured Party may, at the cost and expense of each Grantor, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the portion of the Collateral owned by such Grantor or to properly administer and control the handling of collections and realizations thereon, and Secured Party shall be deemed to have a rent-free tenancy of any premises of any Grantor for such purposes and for such periods of time as reasonably required by Secured Party; (o) to receive, open and dispose of all mail addressed to any Grantor and notify postal authorities to change the address for delivery thereof to such address as Secured Party may designate; provided that Secured Party agrees that it will promptly deliver over to the appropriate Grantor such opened mail as does not relate to the Collateral; and (p) to exercise all other rights, powers, privileges and remedies of an owner of the Collateral; all at Secured Party's sole option and as Secured Party in its sole discretion may deem advisable. Upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 33 hereof, Grantors will, at Secured Party's request, assemble the Collateral and make it available to Secured Party at places which Secured Party may reasonably designate, whether at the premises of Grantors or elsewhere, and will make available to Secured Party, free of cost, all premises, equipment and facilities of Grantors for the purpose of Secured Party's taking possession of the Collateral or storing same or removing or putting the Collateral in salable form or selling or disposing of same.

Upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 33 hereof, Secured Party also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court (and Grantors hereby expressly consent upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and without regard to the adequacy of any security for the Secured Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof. Taking possession

of the Collateral shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

Any public or private sale or other disposition of the Collateral permitted hereunder may be held at any office of Secured Party, or at Grantors' places of business, or at any other place permitted by applicable Law, and without the necessity of the Collateral's being within the view of prospective purchasers. Secured Party may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine, and Grantors expressly waive any right to direct the order and manner of sale of any Collateral. Secured Party or any Person on Secured Party's behalf may bid and purchase at any such sale or other disposition. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied, first, to the expenses (including reasonable attorneys' fees and disbursements) of retaking, holding, storing, processing and preparing for sale or lease, selling, leasing, collecting, liquidating and the like, and then to the satisfaction of the Secured Obligations in such order as shall be determined by Secured Party in its sole and absolute discretion. Grantors and any other Person then obligated therefor shall pay to Secured Party on demand any deficiency with regard thereto which may remain after such sale, disposition, collection or liquidation of the Collateral.

Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send or otherwise make available to Borrower, as agent for Grantors and each of them, reasonable notice of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. The requirement of sending reasonable notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Borrower at its address set forth in the Credit Agreement, or delivered or otherwise sent to Borrower, at least ten (10) days before the date of the sale. Each Grantor other than Borrower hereby irrevocably appoints Borrower as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Borrower. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided for in this paragraph.

With respect to any Collateral, including the Pledged Collateral, consisting of securities, partnership interests, joint venture interests, Investments or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable Laws, Secured Party may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as Secured Party may deem necessary or advisable in order that the sale may be lawfully conducted. Without limiting the foregoing, Secured Party may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, Grantors agree that if such Collateral is sold for a price which Secured Party in good faith believes to be reasonable under the circumstances then existing, then (a) the sale shall be deemed to be commercially reasonable in all respects, (b) Grantors shall not

be entitled to a credit against the Secured Obligations in an amount in excess of the purchase price, and (c) Secured Party shall not incur any liability or responsibility to Grantors in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Grantors recognize that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by Secured Party of any such Collateral for an amount substantially less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded. Subject to the terms hereof, Secured Party shall conduct any such sale in accordance with all applicable law.

Upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 33 hereof, Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors. Secured Party may grant such license or licenses relating to the Trademark Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries. In connection with any such license or any sale or other disposition of the Trademark Collateral (or any part thereof), the applicable Grantors shall supply to Secured Party, or Secured Party's designee, such Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution thereof.

Upon consummation of any sale of Collateral hereunder, Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of any Grantor or any other Person, and each Grantor hereby waives (to the extent permitted by applicable Laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of Law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, Secured Party shall not be required to apply any portion of the sale price to the Secured Obligations until such amount actually is received by Secured Party, and any Collateral so sold may be retained by Secured Party until the sale price is paid in full by the purchaser or purchasers thereof. Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

13. Voting Rights; Dividends; etc. With respect to any Collateral consisting of securities, partnership interests, joint venture interests, Investments or the like, including any Pledged Collateral (referred to collectively and individually in this Section 13 and in Section 14 as the "Investment Collateral"), so long as no Default or Event of Default occurs and remains continuing:

13.1 Voting Rights. Grantors shall be entitled to exercise any and all voting and other consensual rights pertaining to the Investment Collateral, or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement, or the other Loan Documents; provided, however, that Grantors shall not exercise, or shall refrain from exercising, any such right if it would result in a Default or an Event of Default.

13.2 Interest Dividend and Distribution Rights. Except as otherwise provided in any Loan Document, and further subject to the provisions of Section 33 hereof, Grantors shall be entitled to receive and to retain and use any and all interest and Distributions paid in respect of the Investment Collateral; provided, however, that, any and all such interest and Distributions received in the form of capital stock, or other Equity Interests, certificated securities, warrants, options or rights to acquire any Equity Interests forthwith shall be, and the certificates representing such Equity Interests, if any, forthwith shall be delivered to Secured Party to hold as Pledged Collateral and shall, if received by any Grantor, be received in trust for the benefit of Secured Party, be segregated from the other Property of such Grantor, and forthwith be delivered to Secured Party as pledged Collateral in the same form as so received (with any necessary endorsements in suitable form for transfer by delivery or accompanied by executed and undated instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party).

14. Rights During Event of Default. With respect to any Investment Collateral, so long as an Event of Default has occurred and is continuing, but subject to the provisions of Section 33 hereof:

14.1 Voting, Dividend, and Distribution Rights. At the option of Secured Party, all rights of Grantors to exercise the voting and other consensual rights which they would otherwise be entitled to exercise pursuant to Section 13.1 above, and to receive the interest and Distributions which they would otherwise be authorized to receive and retain pursuant to Section 13.2 above, shall cease, and all such rights thereupon shall become vested in Secured Party which thereupon shall have the sole right to exercise such voting and other consensual rights and to receive and to hold as pledged Collateral such interest and Distributions.

14.2 Dividends and Distributions Held in Trust. All Distributions which are received by Grantors contrary to the provisions of this Agreement shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Grantors, and forthwith shall be paid over to Secured Party as pledged Collateral in the same form as so received (with any necessary endorsements).

14.3 Irrevocable Proxy. Each Grantor does hereby revoke all previous proxies with regard to the Investment Collateral and appoints Secured Party for the benefit of Secured Party as its proxyholder to attend and vote at any and all meetings of the shareholders or other equity holders of the Persons that issued the Investment Collateral and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy, and to execute any and all written consents of shareholders or other equity holders of such Persons executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if such Grantor had personally attended the meetings or had personally voted its shares or other interests or had personally signed the written consents; provided,



however, that the proxyholder shall have rights hereunder only upon the occurrence and during the continuance of a Default or Event of Default, subject to the provisions of Section 33 hereof. Each Grantor hereby authorizes Secured Party to substitute another Person as the proxyholder and, upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of Section 33 hereof, hereby authorizes the proxyholder to file this proxy and any substitution instrument with the secretary or other appropriate official of the appropriate Person. This proxy is coupled with an interest and is irrevocable until such time as no commitment to extend credit to Borrower remains outstanding from Secured Party and until such times as all Secured Obligations have been paid and performed in full.

15. Attorney-in-Fact. Each Grantor hereby irrevocably nominates and appoints Secured Party as its attorney-in-fact for the following purposes (a) to do all acts and things which Secured Party may deem necessary or advisable to perfect and continue perfected the security interests created by this Agreement and, upon the occurrence and during the continuance of an Event of Default, to preserve, process, develop, maintain and protect the Collateral; (b) upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 33 hereof, to do any and every act which any Grantor is obligated to do under this Agreement, at the expense of the Grantor's and without any obligation to do so; (c) to prepare, sign, file and/or record, for any Grantor, in the name of the appropriate Grantor, any financing statement, application for registration, or like paper, and to take any other action deemed by Secured Party necessary or desirable in order to perfect or maintain perfected the security interests granted hereby; (d) upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 33 hereof, to execute any and all papers and instruments and do all other things necessary or desirable to preserve and protect the Collateral and to protect Secured Party's security interests therein, and (e) upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 33 hereof, to endorse and transfer the Pledged Collateral to any transferee or designee; provided, however, that Secured Party shall be under no obligation whatsoever to take any of the foregoing actions, and if Secured Party so acts, it shall have no liability or responsibility for any such action taken with respect thereto. The foregoing power of attorney is coupled with an interest and is irrevocable.

16. Costs and Expenses. Each Grantor agrees to pay to Secured Party all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Secured Party in the enforcement or attempted enforcement of this Agreement (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), whether or not an action is filed in connection therewith, and in connection with any waiver, supplementation, extension, renewal or amendment of any term or provision hereof. All advances, charges, costs and expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Secured Party in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any Secured Obligation of any Grantor under the Loan Documents), or in the enforcement or attempted enforcement thereof (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), shall be secured hereby and shall become a part of the Secured Obligations and shall be paid to Secured Party by each Grantor, immediately upon demand, together with interest thereon at the rate(s) provided for under the Credit Agreement.

17. Statute of Limitations and Other Laws. Subject to the provisions of Section 33 hereof, until the Secured Obligations shall have been paid and performed in full, the power of sale and all other rights, privileges, powers and remedies granted to Secured Party hereunder shall continue to exist and may be exercised by Secured Party at any time and from time to time irrespective of the fact that any of the Secured Obligations may have become barred by any statute of limitations. Each Grantor expressly waives the benefit of any and all statutes of limitation, and any and all Laws providing for exemption of property from execution or for valuation and appraisal upon foreclosure, to the maximum extent permitted by applicable Law.

18. Other Agreements. Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other security or other agreement executed by any Grantor or in connection with the Secured Obligations, but each and every term and condition hereof shall be in addition thereto. All provisions contained in the Credit Agreement or any other Loan Document that apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though set forth herein in full.

19. Waivers and Consents. Each Grantor acknowledges that the Liens created or granted herein will or may secure Obligations of Persons other than such Grantor and, in full recognition of that fact, each Grantor consents and agrees that Secured Party may, at any time and from time to time, without notice or demand, but subject in any event to the other provisions of the Loan Documents (including Section 33 hereof), and without affecting the enforceability or security hereof: (a) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the terms of the Secured Obligations or any part thereof, including any increase or decrease of the rate(s) of interest thereon; (b) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Secured Obligations or any part thereof, or any of the Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (c) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Secured Obligations or any part thereof; (d) accept partial payments on the Secured Obligations; (e) receive and hold additional security or guaranties for the Secured Obligations or any part thereof; (f) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Secured Party in its sole and absolute discretion may determine; (g) release any Person from any personal liability with respect to the Secured Obligations or any part thereof; (h) settle, release on terms satisfactory to Secured Party or by operation of applicable Laws or otherwise liquidate or enforce any Secured Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (i) consent to the merger, change or any other restructuring or termination of the corporate or other existence of any Grantor or any other Person, and correspondingly restructure the Secured Obligations, and any such merger, change, restructuring or termination shall not affect the liability of any Grantor or the continuing existence of any Lien hereunder, under any other Loan Document to which any Grantor is a party or the enforceability hereof or thereof with respect to all or any part of the Secured Obligations.

Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of Section 33 hereof, Secured Party may enforce this Agreement

independently as to each Grantor and independently of any other remedy or security Secured Party at any time may have or hold in connection with the Secured Obligations, and it shall not be necessary for Secured Party to marshal assets in favor of any Grantor or any other Person or to proceed upon or against and/or exhaust any other security or remedy before proceeding to enforce this Agreement. Each Grantor expressly waives any right to require Secured Party to marshal assets in favor of any Grantor or any other Person or to proceed against any other Obligor or any Collateral provided by any other Obligor, and agrees that Secured Party may proceed against the Obligors and/or the Collateral in such order as it shall determine in its sole and absolute discretion. Secured Party may file a separate action or actions against any Grantor, whether or not action is brought or prosecuted with respect to any other security or against any other Grantor, Borrower or any other Person, or whether or not any other Person is joined in any such action or actions. Each Grantor agrees that Secured Party and any other Obligor and any Affiliate of any other Obligor may deal with each other in connection with the Secured Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between any of them, in any manner whatsoever, all without in any way altering or affecting the validity of, or the lien or security interest granted or created by, this Agreement. Secured Party's rights hereunder shall be reinstated and revived, and the enforceability of this Agreement shall continue, with respect to any amount at any time paid on account of the Secured Obligations which thereafter shall be required to be restored or returned by Secured Party upon the bankruptcy, insolvency or reorganization of any Obligor or otherwise (and whether by litigation, settlement, demand or otherwise), all as though such amount had not been paid. Each Grantor agrees that the Liens created or granted herein and the enforceability of this Agreement at all times shall remain effective to secure the full amount of all the Secured Obligations even though the Secured Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against any other Obligor and whether or not any other Obligor shall have any personal liability with respect thereto. Each Grantor expressly waives any and all defenses now or hereafter arising or asserted by reason of (a) any disability or other defense of any other Obligor with respect to the Secured Obligations, (b) the unenforceability or invalidity of any security or guaranty for the Secured Obligations or the lack of perfection or continuing perfection or failure or subordination of priority of any security for the Secured Obligations, (c) the cessation for any cause whatsoever of the liability of any other Obligor (other than by reason of the full payment and performance of all Secured Obligations), (d) any failure of Secured Party to marshal assets in favor of any Grantor or any other Person, (e) except as otherwise provided in this Agreement, any failure of Secured Party to give notice of sale or other disposition of Collateral to any Grantor or any other Person or any defect in any notice that may be given in connection with any sale or disposition of Collateral, (f) except as otherwise provided in this Agreement, any failure of Secured Party to comply with applicable Laws in connection with the sale or other disposition of any Collateral or other security for any Secured Obligation, including, without limitation, any failure of Secured Party to conduct a commercially reasonable sale or other disposition of any Collateral or other security for any Secured Obligation, (g) any act or omission of Secured Party or others that directly or indirectly results in or aids the discharge or release of Borrower or any other Obligor or the Secured Obligations or any other security or guaranty therefor by operation of Law or otherwise, (h) any Law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, (i) any failure of

Secured Party to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person, (j) the election by Secured Party, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code, (k) any extension of credit or the grant of any Lien under Section 364 of the United States Bankruptcy Code, (l) any use of cash collateral under Section 363 of the United States Bankruptcy Code, (m) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person, (n) the avoidance of any Lien in favor of Secured Party for any reason, (o) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any of the Secured Obligations (or any interest thereon) in or as a result of any such proceeding, (p) to the extent permitted, the benefits of any form of one-action rule under any applicable Law, or (q) any action taken by Secured Party that is authorized by this Section 19 or any other provision of any Loan Document. Until no part of any commitment remains outstanding and all of the Secured Obligations have been paid and performed in full, no Grantor shall have any right of subrogation, contribution, reimbursement or indemnity against any other Grantor, and each Grantor expressly waives any right to enforce any remedy that Secured Party now has or hereafter may have against any other Grantor and waives the benefit of, or any right to participate in, any Collateral now or hereafter held by Secured Party. Each Grantor waives all rights and defenses arising out of an election of remedies by Secured Party, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Obligations has destroyed such Grantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise. Subject to the provisions of Section 33 hereof, each Grantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Secured Obligations, and all notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional Secured Obligations.

20. Condition of Borrower and its Subsidiaries and Other Obligors. Each Grantor represents and warrants to Secured Party that such Grantor has established adequate means of obtaining from Borrower and its Subsidiaries, and the other Obligors, on a continuing basis, financial and other information pertaining to the businesses, operations and condition (financial and otherwise) of Borrower and its Subsidiaries, and the other Obligors, and their Properties, and such Grantor now is and hereafter will be completely familiar with the businesses, operations and condition (financial and otherwise) of Borrower and its Subsidiaries, and the other Obligors, and their Properties. Each Grantor hereby expressly waives and relinquishes any duty on the part of Secured Party (should any such duty exist) to disclose to such Grantor any matter, fact or thing related to the businesses, operations or condition (financial or otherwise) of Borrower or its Subsidiaries, or any other Obligor, or their Properties, whether now known or hereafter known by Secured Party during the life of this Agreement. With respect to any of the Secured Obligations, Secured Party need not inquire into the powers of Borrower or any Subsidiaries thereof, or any other Obligor, or the officers or employees acting or purporting to act on their behalf, and all Secured Obligations made or created in good faith reliance upon the professed exercise of such powers shall be secured hereby.

21. Liens on Real Property. In the event that all or any part of the Secured Obligations at any time are secured by any one or more deeds of trust or mortgages or other instruments creating or granting Liens on any interests in real Property, each Grantor authorizes Secured Party, upon the occurrence of and during the continuance of any Event of Default, but subject to the provisions of Section 33 hereof, at its sole option, without notice or demand and without affecting any Obligations of any Grantor, the enforceability of this Agreement, or the validity or enforceability of any Liens of Secured Party on any Collateral, to foreclose any or all of such deeds of trust or mortgages or other instruments by judicial or nonjudicial sale. Each Grantor expressly waives any defenses to the enforcement of this Agreement or any Liens created or granted hereby or to the recovery by Secured Party against Borrower or any guarantor or any other Person liable therefor of any deficiency after a judicial or nonjudicial foreclosure or sale, even though such a foreclosure or sale may impair the subrogation rights of such Grantor and may preclude such Grantor from obtaining reimbursement or contribution from any other Person. Each Grantor expressly waives any defenses or benefits that may be derived from California Code of Civil Procedure §§ 580a, 580b, 580d or 726, or comparable provisions of the Laws of any other jurisdiction, including, without limitation any and all other suretyship defenses it otherwise might or would have under California Law or other applicable Law. Each Grantor expressly waives any right to receive notice of any judicial or nonjudicial foreclosure or sale of any real Property or interest therein subject to any such deeds of trust or mortgages or other instruments and any Grantor's failure to receive any such notice shall not impair or affect such Grantor's Obligations or the enforceability of this Agreement or any Liens created or granted hereby.

22. Waiver of Rights of Subrogation. Notwithstanding anything to the contrary elsewhere contained herein or in any other Loan Document to which any Grantor is a Party, until such time as the Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, each Grantor hereby waives with respect to the other Obligors and their successors and assigns (including any surety), any and all rights at Law or in equity to subrogation, to reimbursement, to exoneration, to indemnity, to contribution, to setoff or to any other rights that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker and which such Grantor may have or hereafter acquire against any such Obligor in connection with or as a result of such Grantor's execution, delivery and/or performance of this Agreement or any other Loan Document to which such Grantor is a Party. Each Grantor agrees that it shall not have or assert any such rights against any other Obligor or its successors and assigns (including any surety) which is directly or indirectly a creditor of any other Obligor or any surety for any other Obligor, either directly or as an attempted setoff to any action commenced against such Grantor by any other Obligor (as borrower or in any other capacity). Each Grantor hereby acknowledges and agrees that this waiver is intended to benefit the other Obligors and Secured Party and shall not limit or otherwise affect such Grantor's liability hereunder, under any other Loan Document to which such Grantor is a Party, or the enforceability hereof or thereof.

23. Waiver of Discharge. Without limiting the generality of the foregoing, each Grantor hereby waives discharge by waiving all defenses based on suretyship or impairment of collateral.

24. Understandings with Respect to Waivers and Consents. Each Grantor warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which such Grantor otherwise may have against Borrower, Secured Party or others, or against Collateral, and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or Law. If any of the waivers or consents herein are determined to be contrary to any applicable Law or public policy, such waivers and consents shall be effective to the maximum extent permitted by Law.

25. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by Secured Party, whether as a "voidable preference," "fraudulent conveyance," or otherwise (and whether by litigation, settlement, demand or otherwise), all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

26. [Intentionally Omitted].

27. Additional Grantors. From time to time following the Closing Date, additional Subsidiaries of Borrower may become parties hereto, as additional Grantors, by executing and delivering to Secured Party an Instrument of Joinder substantially in the form of Exhibit B hereto, accompanied by such documentation as Secured Party may require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Instrument of Joinder to and acceptance thereof by Secured Party, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its Obligations and the Liens upon its Property granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Borrower to become an additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

28. Release of Grantors. This Agreement and all Obligations of Grantors hereunder shall be released when all Secured Obligations have been paid in full in cash or otherwise performed in full and when no portion of the Revolving Facility remains outstanding. Upon such satisfaction of Grantors' Obligations hereunder, Secured Party shall return any pledged Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and

things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Agreement, all as reasonably requested by, and at the sole expense of, Grantors.

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

30. Additional Powers and Authorization. Secured Party shall be entitled to the benefits of the Credit Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral pledged hereunder), title, right or power deemed necessary for the purposes of such appointment.

31. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

32. WAIVER OF JURY TRIAL. AS SET FORTH IN THE ADR AGREEMENT, EACH GRANTOR WAIVES ITS RIGHT TO A TRIAL BY JURY AND AGREES TO HAVE ANY DISPUTE BETWEEN IT AND SECURED PARTY WITH RESPECT TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE OBLIGATIONS THEREUNDER RESOLVED PURSUANT TO THE TERMS OF SUCH ADR AGREEMENT

33. Remedies Deferral. Notwithstanding anything in this Agreement to the contrary, pursuant to Section 9.2(e) of the Credit Agreement (the terms of which are incorporated herein), Secured Party has agreed (and by its execution hereof, confirms such agreement) that it will not enforce or exercise its rights under the Loan Documents, including the enforcement or exercise of its rights under this Security Agreement, during any Remedies Deferral Period other than such rights as may be exercised as described in such Section 9.2(e).

[THIS SPACE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantors"

DIGITAL ON-DEMAND, INC.,  
a Delaware corporation

By: Karl Ruyer  
Name: KARL RUYER  
Title: President

DIGITAL ON-DEMAND, INC.,  
a California corporation

By: Karl Ruyer  
Name: KARL RUYER  
Title: President

DOD ACQUISITION SUB, INC.,  
a Delaware corporation

By: Karl Ruyer  
Name: KARL RUYER  
Title: President

DIGITAL HOLDING, INC.,  
a Delaware corporation

By: Karl Ruyer  
Name: KARL RUYER  
Title: President

DOD VENTURES, INC.,  
a Delaware corporation

By: Karl Ruyer  
Name: KARL RUYER  
Title: President

ALL MEDIA GUIDE, LLC,  
a Delaware limited liability company

By: Karl Ruyer  
Name: KARL RUYER  
Title: President



ACCEPTED AND AGREED  
AS OF THE DATE FIRST  
ABOVE WRITTEN:

"Secured Party"

UNION BANK OF CALIFORNIA, N.A.

By:                     Ching Lim                      
Name:                     Ching Lim                      
Title:                     Vice President

EXHIBIT A  
TO  
SECURITY AGREEMENT

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Deposit Account Control Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 200\_\_, among **[[insert name of applicable Grantor]]** ("Customer"), \_\_\_\_\_ ("Bank") and Union Bank of California, N.A. ("Secured Party").

RECITALS

A. In order to secure certain obligations of Customer to Secured Party, Customer has granted Secured Party a security interest in deposit account number(s) \_\_\_\_\_ maintained by Customer with Bank at the office indicated on the signature page below and any renewals, replacements, or rollovers thereof (regardless of the numbers of such account(s) or the office(s) at which such accounts are maintained), all funds heretofore or hereafter deposited into such account(s), any proceeds thereof (including without limitation any interest earned thereon), and any general intangibles and choses in action arising therefrom and related thereto (collectively, the "Account").

B. In connection therewith, Customer is requesting that Bank enter into this Agreement in order to perfect Secured Party's security interest in the Account by control.

AGREEMENT

1. Control of Account by Secured Party; Customer's Rights in Account

a. Secured Party shall be entitled, at any time Secured Party is entitled to do so pursuant to separate agreements entered into between Secured Party and Customer (collectively, the "Credit Documents"), to give Bank instructions as to the withdrawal or disposition of funds from time to time credited to the Account, or as to any other matters relating to the Account, all without further consent of Customer. Bank shall, and is fully entitled to, rely upon any such instructions from Secured Party even if such instructions are contrary to any instructions or demands that Customer may give to Bank.

b. Until Bank has received written instructions from Secured Party to the contrary (which Secured Party agrees shall not be delivered to Bank unless Secured Party is entitled to do so pursuant to the Credit Documents), Customer shall be entitled to present items drawn on or otherwise to withdraw or direct the disposition of funds from the Account; provided that Customer may not, without Secured Party's prior written consent, close the Account.

c. Secured Party's power under this Agreement to give Bank instructions as to the withdrawal or disposition of any funds from time to time credited to the Account, or as to any other matters relating to the Account, includes, without limitation, the power to give stop payment orders for any items being presented to the Account for payment. Customer confirms that Bank should follow such instructions from Secured Party even if the result of following such instructions from Secured Party is that Bank dishonors items presented for payment from the

Account. Customer further confirms that Bank will have no liability to Customer for the wrongful dishonor of such items in following such instructions from Secured Party.

2. Bank's Responsibility

a. Bank shall have no duty to inquire or determine whether Customer's obligations to Secured Party are in default or whether Secured Party is entitled, under any separate agreement between Secured Party and Customer, to give any instructions relating to the Account. Bank shall have no responsibility or liability to Secured Party for complying with any order or instruction, whether oral or written, concerning the Account, except to the extent such compliance would violate (i) paragraph 1(b) hereof, or (ii) written instructions or orders previously received from Secured Party, but only to the extent Bank had reasonable opportunity to act thereon. Bank shall not have any liability to Customer or Secured Party for losses or liabilities resulting from any failure to comply with instructions relating to the Account or delay in complying with such instructions if the failure or delay is due to circumstances beyond Bank's reasonable control. Without limiting the foregoing, in no event shall Bank have any liability for indirect, punitive, exemplary or consequential loss or damages, including without limitation lost profits, whether or not any claim for such loss or damages is based on tort or contract or Bank knew or should have known the likelihood of such damages in any circumstances.

b. Bank may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party.

3. Priority of Secured Party's Security Interest; Rights Reserved by Bank.

Bank agrees that all of its present and future rights against the Account are subordinate to Secured Party's security interest therein; provided, however, that Secured Party agrees that nothing herein subordinates or waives, and that Bank expressly reserves, all of its present and future rights (whether described as rights of setoff, banker's lien, chargeback or otherwise, and whether available to Bank under the law or under any other agreement between Bank and Customer concerning the Account, or otherwise) with respect to: (a) items deposited to the Account and returned unpaid, whether for insufficient funds or for any other reason, and without regard to the timeliness of return of any such item; (b) overdrafts on the Account; (c) automated clearing house entries; (d) claims of breach of the Uniform Commercial Code's transfer or presentment warranties made against Bank in connection with items deposited to the Account; and (e) Bank's usual and customary charges for services rendered in connection with the Account, to the extent that, in each case, Customer has not separately paid or reimbursed Bank therefor.

4. Statements. Upon written request made by Secured Party to Bank, in addition to the original deposit account statement for the Account which is provided to Customer, Bank will send a duplicate statement to Secured Party. Customer hereby authorizes Bank to provide any additional information relating to the Account to Secured Party upon Secured Party's request without Customer's further consent.

5. Notice of Adverse Claims; Record of Security Interest

a. Bank represents to Secured Party that Bank has not received notice of any lien, encumbrance or other claim to the Account from any other person and has not entered into, and covenants with Secured Party that it will not enter into, any agreement with any other person

by which Bank is obligated to comply with instructions from such other person as to the disposition of funds from the Account or other dealings with the Account. To the extent that it gives notice to Customer, Bank will promptly notify Secured Party if any other person claims that it has a property interest in the Account.

b. Bank further represents and warrants that it has taken such action as is necessary to reflect Secured Party's security interest in and lien upon the Account in Bank's internal books and records.

6. Returned Items. Customer and Secured Party understand and agree that Bank will pay returned items by debiting the Account. Customer agrees to pay the amount of any returned item immediately upon demand to the extent that there are not sufficient funds in the Account to cover such amount on the day of the debit. Secured Party agrees that Secured Party will pay any such amount that is not paid in full by Customer within 10 days after demand on Customer by Bank up to the amount of the proceeds received by Secured Party from the corresponding returned item. Bank agrees that any demand upon Secured Party for such amount shall be made within 60 days after Secured Party's receipt of such proceeds.

7. Costs; Indemnity

a. Customer will be responsible for Bank's customary charges and for the repayment of any checks, drafts or other orders for the payment of funds deposited into the Account that are returned unpaid for any reason.

b. Customer will indemnify Bank, its officers, directors, employees, and agents (each, an "Indemnitee") against claims, liabilities, and expenses arising out of this Agreement (including all reasonable and actual, out-of-pocket fees and costs incurred by Bank in complying with instructions or requests given by Secured Party hereunder, and including reasonable attorneys' fees and disbursements and the reasonable estimate of the allocated costs and expenses of in-house legal counsel), except to the extent the claims, liabilities, or expenses are caused by any Indemnitee's gross negligence or willful misconduct.

8. Termination; Survival

a. Secured Party may terminate this Agreement by written notice to the Bank and Customer. Upon the satisfaction in full of all obligations (and termination of all commitments) under the Credit Documents, Secured Party shall provide prompt written notice thereof and of the termination of this Agreement to Bank. Bank may terminate this Agreement on 30 days' prior written notice to Secured Party and Customer. So long as the Account remains in existence, Customer may not terminate this Agreement except with written consent of Secured Party and on 10 days' prior written notice to Secured Party and Bank.

b. Sections 2, "Bank's Responsibility," 6, "Returned Items," and 7, "Costs; Indemnity," will survive termination of this Agreement.

9. Governing Law

a. Bank represents and warrants to Secured Party that the account agreement between Bank and Customer relating to the establishment and general operation of the Account is governed by the laws of \_\_\_\_\_ . Bank covenants that it will not, without

Secured Party's prior written consent, amend that account agreement so that secured transactions relating to the Account are governed by the law of another jurisdiction.

b. This Agreement will be governed by the internal law of California.

10. Entire Agreement. This Agreement is the entire agreement among the parties regarding the subject matter hereof and supersedes any prior agreements and contemporaneous oral agreements of the parties concerning its subject matter. This Agreement will control over any conflicting agreement between Bank and Customer.

11. Amendments. No amendment of, or waiver of a right under, this Agreement will be binding unless it is in writing and signed by Customer, Secured Party and Bank.

12. Severability. To the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted.

13. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Bank, Secured Party and Customer and their respective successors and assigns.

14. Notices. A notice or other communication to a party under this Agreement will be in writing and will be sent to the party's address set forth below or to such other address as the party may notify the other parties and, except as otherwise expressly provided for herein, will be effective on receipt. To the extent that Bank is precluded from making demand or giving notice hereunder by reason of the commencement of a bankruptcy or similar proceeding, then such demand or notice shall be deemed to have been made or given at the commencement of such proceeding.

15. No Agency, Etc. Nothing contained in this Agreement shall create any agency, fiduciary, joint venture or partnership relationship between Customer, Secured Party and Bank.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

The foregoing is hereby acknowledged and agreed to, effective as of the last of the dates set forth below.

**CUSTOMER:**

**[[NAME OF APPLICABLE GRANTOR]]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Attention: \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Date: \_\_\_\_\_

**SECURED PARTY:**

**UNION BANK OF CALIFORNIA, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Union Bank of California, N.A.  
445 South Figueroa Street, 16th Floor  
Los Angeles, California 90071

Attn: \_\_\_\_\_

Telecopier: (213) \_\_\_\_\_

Telephone: (213) \_\_\_\_\_

Date: \_\_\_\_\_

**BANK:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

**[Account Office:]**

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Telephone: \_\_\_\_\_

EXHIBIT B  
TO  
SECURITY AGREEMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ ("Joining Party"), and delivered to Union Bank of California, N.A., as Secured Party, pursuant to the Security Agreement dated as of August 31, 2005 made by the Persons listed on signature pages thereof and all other Grantors who later become a party thereto, in favor of Secured Party (as amended, extended, renewed, supplemented or otherwise modified, the "Security Agreement"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Security Agreement.

RECITALS

(a) The Security Agreement was made by the Grantors in favor of Secured Party in connection with that certain Credit Agreement dated as of August 31, 2005 (as amended, extended, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between Digital On-Demand, Inc., a Delaware corporation ("Borrower"), and Union Bank of California, N.A. ("Secured Party").

(b) Joining Party has become a Subsidiary of Borrower, and as such is required pursuant to Section 5.12 of the Credit Agreement to become a Grantor under the terms and conditions of the Security Agreement.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Credit Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 27 of the Security Agreement. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Security Agreement with respect to all Secured Obligations as further set forth therein, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Security Agreement.

(2) Concurrently with the execution hereof, Joining Party shall cause to be pledged and delivered to Secured Party the Certificates evidencing the Equity Interests of the Subsidiaries listed on Schedule 1 hereto, or as otherwise required under the Security Agreement. All Certificates delivered to Secured Party shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party. All Certificates delivered pursuant to this Joinder shall be considered "Pledged Securities" as defined in the Security Agreement.



(3) The effective date of this Joinder is \_\_\_\_\_, \_\_\_\_\_.

"Joining Party"

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
[Printed Name and Title]

ACKNOWLEDGED:

UNION BANK OF CALIFORNIA, N.A.

By: \_\_\_\_\_

\_\_\_\_\_  
[Printed Name and Title]

SCHEDULE 1 TO  
INSTRUMENT OF JOINDER

Pledged Securities

| Name of Issuer | Certificate<br>Number | Number of<br>Shares | Percentage of Total<br>Equity Interests |
|----------------|-----------------------|---------------------|---|
|----------------|-----------------------|---------------------|---|

SCHEDULE 1  
TO  
SECURITY AGREEMENT

Existing and Pending Trademarks

| <b>TRADEMARK</b>           | <b>REGISTRATION NUMBER (RN) OR SERIAL NUMBER (SN)</b> | <b>OWNER</b>    | <b>APPLICATION DATE (AD) OR REGISTRATION DATE (RD) OR OTHER STATUS</b> |
|----------------------------|---|-----------------|--|
| <b>ALL GAME GUIDE</b>      | (RN) 2957304  | All Media Guide | (RD) May 31, 2005  |
| <b>ALL MOVIE GUIDE</b>     | (SN) 78/401,729                                       | All Media Guide | (AD) April 14, 2004<br>Application abandoned                           |
| <b>ALL MUSIC GUIDE</b>     | (RN) 2,202,651  | All Media Guide | (RD) November 10, 1998   |
| <b>ALL MUSIC GUIDE</b>     | (RN) 2,206,668  | All Media Guide | (RD) December 1, 1998  |
| <b>ALL MUSIC GUIDE</b>     | (SN) 78/401,563                                       | All Media Guide | (AD) April 14, 2004<br>Application abandoned                           |
| <b>ALL-MUSIC GUIDE</b>     | (RN) 2,076,960  | All Media Guide | (RD) July 8, 1997  |
| <b>AMG &amp; DESIGN</b>    | (RN) 2,770,550  | All Media Guide | (RD) October 7, 2003   |
| <b>AMG ALL GAME GUIDE</b>  | (RN) 2,770,713  | All Media Guide | (RD) October 7, 2003   |
| <b>AMG ALL-MEDIA GUIDE</b> | (RN) 2,418,753  | All Media Guide | (RD) January 9, 2001   |
| <b>AMG ALL-MEDIA GUIDE</b> | (RN) 2,470,084  | All Media Guide | (RD) July 17, 2001   |
| <b>AMG ALL-MEDIA GUIDE</b> | (RN) 2,567,762  | All Media Guide | (RD) May 7, 2002   |
| <b>AMG ALL-MOVIE GUIDE</b> | (RN) 2,468,166  | All Media Guide | (RD) July 10, 2001   |
| <b>AMG ALL-MOVIE GUIDE</b> | (RN) 2,468,165  | All Media Guide | (RD) July 10, 2001   |
| <b>AMG ALL-MOVIE GUIDE</b> | (RN) 2,174,790  | All Media Guide | (RD) July 21, 1998   |
| <b>AMG SONICGUIDE</b>      | (RN) 2,770,707  | All Media Guide | (RD) October 7, 2003   |
| <b>AMG SONICGUIDE</b>      | (RN) 2,867,155  | All Media Guide | (RD) July 27, 2004   |

| <b>TRADEMARK</b>                            | <b>REGISTRATION NUMBER (RN) OR SERIAL NUMBER (SN)</b> | <b>OWNER</b>      | <b>APPLICATION DATE (AD) OR REGISTRATION DATE (RD) OR OTHER STATUS</b>  |
|---|---|-------------------|---|
| <b>MUSIC MAP</b>                            | (RN) 2,320,323  | All Media Guide   | (RD) February 22, 2000  |
| <b>MUSICVIEWS</b>                           | (RN) 2,337,309  | All Media Guide   | (RD) April 4, 2000  |
| <b>EXPLORE MOVIES</b>                       | (RN) 2,358,245  | All Media Guide   | (RD) June 13, 2000  |
| <b>TV TONITE!</b>                           | (RN) 2,384,353  | All Media Guide   | (RD) September 5, 2000  |
| <b>EXPLORE MUSIC</b>                        | (RN) 2,400,509  | All Media Guide   | (RD) October 31, 2000   |
| <b>CIRCLE W/HALF CIRCLE DESIGN (REDDOT)</b> | (RN) 2,559,496  | Digital on Demand | (RD) April 9, 2002  |
| <b>CIRCLE W/HALF CIRCLE DESIGN (REDDOT)</b> | (RN) 2,507,743  | Digital on Demand | (RD) November 13, 2001  |
| <b>REDDOTNET</b>                            | (RN) 2,646,307  | Digital on Demand | (RD) November 5, 2002   |
| <b>SHOPTHEDOT</b>                           | (SN) 75/814,539                                       | Digital on Demand | (AD) October 4, 1999. Published. Second Extension for Statement of Use granted June 29, 2005                          |
| <b>SHOPTHEDOT &amp; DESIGN</b>              | (SN) 75/818,539                                       | Digital on Demand | (AD) October 7, 1999. Suspended. Opposition Period Over – Notice of Allowance was issued by the USPTO on May 31, 2005 |

SCHEDULE 2  
TO  
SECURITY AGREEMENT

Existing and Pending Patents

| <b>BRIEF DESCRIPTION</b>  | <b>PATENT NUMBER (PN)<br/>or APPLICATION<br/>NUMBER (AN)</b> | <b>ASSIGNEE</b>   | <b>DATE<br/>ISSUED/FILED</b>                        |
|---|--|-------------------|---|
| Apparatus and Method for an On Demand Data Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials | US (AN) 09/563,515   | Digital on Demand | Not yet issued                                      |
| Apparatus and Method for an On Demand Data Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials | US (PN) 5,418,713  | Digital on Demand | 5/23/1995   |
| Apparatus and Method for an On Demand Data Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials | US (PN) 5,794,217  | Digital on Demand | 8/11/1998   |
| Apparatus and Method for an On Demand Data Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials | Europe (PN) 0716795  | Digital on Demand | 9/16/2002   |
| Apparatus and Method for an On Demand Data Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials | Australian (PN) 714334                                       | Digital on Demand | 9/16/2002   |
| Apparatus and Method for an On Demand Data Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials | Canadian (AN) 2,192,814                                      | Digital on Demand | Request for substantive examination filed 7/31/2001 |

| <b>BRIEF DESCRIPTION</b>                              | <b>PATENT NUMBER (PN)<br/>or APPLICATION<br/>NUMBER (AN)</b> | <b>ASSIGNEE</b>      | <b>DATE<br/>ISSUED/FILED</b>                                 |
|---|--|----------------------|--|
| Thumbwheel Selection System                           | US (PN) 6,480,188<br>International (AN) --<br>PCT/US01/27560 | Digital on<br>Demand | 11/12/2002   |
| Thumbwheel Selection System                           | Australia (AN)<br>2001287088                                 | Digital on<br>Demand | Request for<br>substantive<br>examination filed<br>6/09/2004 |
| Thumbwheel Selection System                           | Chinese (AN) 01817054.4                                      | Digital on<br>Demand | Request for<br>substantive<br>examination filed<br>9/05/2003 |
| Thumbwheel Selection System                           | Canadian (AN) 2,421,528                                      | Digital on<br>Demand | Request for<br>substantive<br>examination filed<br>9/05/2003 |
| Thumbwheel Selection System                           | EU (AN) 01966586.8   | Digital on<br>Demand | Request for<br>substantive<br>examination filed<br>9/05/2003 |
| Thumbwheel Selection System                           | Japanese (AN) 2002-<br>524788                                | Digital on<br>Demand | Request for<br>substantive<br>examination filed<br>5/06/2003 |
| Thumbwheel Selection System                           | US (PN) 6,674,428  | Digital on<br>Demand | 1/06/2004  |
| Digital Audio Track Set<br>Recognition System         | US (AN) 10/629,372   | All Media<br>Guide   | 7/29/2003  |
| Method and Apparatus for<br>Identifying Media Objects | US (AN) 10/905,360   | All Media<br>Guide   | 12/30/2004   |
| Methods and Apparatus for Audio<br>Recognition        | US (AN) 10/905,362   | All Media<br>Guide   | 12/30/2004   |

SCHEDULE 3  
TO  
SECURITY AGREEMENT

Equity Interests

| NAME OF<br>ISSUER                                 | NAME OF<br>OWNER                                  | CERTIFICATE<br>NUMBER | NUMBER OF<br>SHARES OR<br>MEMBERSHIP<br>INTERESTS | PERCENTAGE<br>OF TOTAL<br>EQUITY<br>INTERESTS |
|---|---|-----------------------|---|---|
| Digital On-Demand, Inc., a California corporation | Digital On-Demand, Inc., a Delaware corporation   | C-54                  | 1,000   | 100%  |
| DOD Acquisition Sub, Inc.                         | Digital On-Demand, Inc., a California corporation | 6                     | 1,000   | 100%  |
| Digital Holding, Inc.                             | DOD Acquisition Sub, Inc.                         | 1                     | 1,000   | 100%  |
| DOD Ventures, Inc.                                | Digital Holding, Inc.                             | 1                     | 1,000   | 100%  |
| All Media Guide, LLC                              | Digital On-Demand, Inc., a California corporation | uncertificated        | 10  | 100%  |